



**STATE OF TENNESSEE
DEPARTMENT OF EDUCATION**

**REQUEST FOR PROPOSALS
FOR
TECHNICAL SERVICES RELATED TO PROCESSING STATE
ASSESSMENTS**

RFP NUMBER: 331.03-001-09

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Education, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

The State intends to secure a contract for technical services in supporting statewide assessments.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Tiffany Baker Cox, Director of Civil Rights
Tennessee Department of Education
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 253-1550

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

- 1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.**
- 1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the state of Tennessee's only official point of contact for this RFP.
- Kristen Broussard, RFP Coordinator
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 253-8539
Fax: (615) 532-8539
Email: kristen.broussard@state.tn.us
- 1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.
- 1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:
- RFP-331.03-001-09
- 1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- 1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.
- 1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.
- 1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.
- 1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.
- 1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).
- 1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.
- 1.6 Notice of Intent to Propose**

Each potential proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Tennessee Department of Education
 Andrew Johnson Tower
 1st Floor Conference Room
 710 James Robertson Parkway
 Nashville, TN 37243

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RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (<u>all</u> dates are state business days)
1. State Issues RFP		May 20, 2008
2. Disability Accommodation Request Deadline		May 28, 2008
3. Pre-proposal Conference	1:00 pm	June 2, 2008
4. Notice of Intent to Propose Deadline		June 4, 2008
5. Written Comments Deadline		June 9, 2008
6. State Responds to Written Comments		June 20, 2008
7. Proposal Deadline	2:00 p.m.	July 21, 2008
8. State Completes Technical Proposal Evaluations		July 28, 2008
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	July 29, 2008
10. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	July 30, 2008
11. Contract Signing		August 11, 2008
12. Contract Signature Deadline		August 18, 2008
13. Contract Start Date		August 19, 2008

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. There will be no best and final offer procedure.

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original and fifteen (15) copies of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP- 331.03-001-09 -- Do Not Open”

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP- 331.03-001-09 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP- 331.03-001-09”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Tennessee Department of Education
Attn: Kristen Broussard, RFP Coordinator
6th Floor Andrew Johnson Tower
710 James Robertson Parkway
Nashville, TN 37243-0375

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.

3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response

to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.

3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.

3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address/meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.

3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.

3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Scoring Guide and shall NOT record any other rates, amounts, or information.

3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.

3.3.5 The Proposer must sign and date the Cost Proposal.

3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.

4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.

4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.

4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.

4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.

4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any

other Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

- 4.3.9 The State shall not contract with or consider a proposal from:
- 4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
 - 4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - 4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - 4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.
 - 4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et. seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.
 - 4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

- 4.6.1 The Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the state.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

While registration with the state is not required to make a proposal, a service provider must be registered to do business with the state of Tennessee before approval of an awarded contract. To meet this prerequisite, an unregistered service provider must simply register as required prior to contract approval. Fast and easy access to *Online Contractor Registration* is available at the following Internet URL:

www.state.tn.us/finance/rds/ocr/register.html

(For more information about registration, please contact the Department of General Services at (615) 741-1035 or vendor.registration@state.tn.us.)

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring state agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma Contract*, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State

and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring state agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	20
Technical Approach	50
Cost Proposal	30

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Scoring Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

- 5.3.4 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.5 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.

- 5.3.6 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the “State” and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the “Contractor,” is for the provision of technical services related to processing of state assessments, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Federal Employer Identification or Social Security Number: **ID NUMBER**

Contractor Place of Incorporation or Organization: **LOCATION**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

A.2. General Scope of Assessment Technical Services:

The Contractor shall work with the State to provide technical services in supporting statewide assessments. The Contractor will design, deliver, and install all the necessary bandwidth, network hardware and software systems necessary to process statewide assessments as requested by the State. It is the intent of this technical service to provide an infrastructure for state employees, educators and students to access, utilize and leverage Internet-based resources as effectively as possible and meet the technical specifications.

The State’s assessment system is designed to be valid and accessible for use by the widest possible range of students, including students with disabilities and students with limited English proficiency. The Contractor shall work with the State to include the development, implementation, and maintenance of web-based programming, client/server software applications, and mainframe support with assessment vendors used in the processing of State assessments. The current assessment programs provided through the Tennessee Comprehensive Assessment Program (TCAP) are:

- a. Achievement Assessment (TCAP/ACH) required for grades 3-8,
- b. Achievement Assessment (TCAP/ACH) optional for grades K-2,
- c. English Linguistically Simplified Assessment (TCAP/ELSA) for grades 3-8,
- d. Modified Academic Achievement Standards Assessment (TCAP/MAAS) for grades 3-8,
- e. Writing Assessment (TCAP/WA) required for grades 5, 8, and 11,
- f. Writing Alternative Assessment (TCAP/WA-Alt) for grades 5, 8, and 11,
- g. Criterion Referenced Assessment (TCAP/CRA) for grades 4 and 7,

- h. Portfolio Assessment (TCAP/PA) for grades K-12,
- i. Competency Assessment (TCAP/Comp) for grades 9-12, and
- j. Gateway and End of Course Assessments (TCAP/GW-EOC) required for specific content areas, generally given in grades 9-12.

Unless otherwise indicated, all requirements of this contract shall apply to all assessments.

The type of programming required as outlined in this Scope of Services sections A.6 through A.10 and materials to be provided shall be determined and approved by the Tennessee Department of Education and shall be finalized with the Contractor when the Annual Work Plan is approved.

A.3. Definitions

- a. Calibration – Placing items on a common scale so that items measuring the same underlying content represent a position on the scale that is also represented by other items of comparable difficulty.
- b. Criterion-Referenced Test (CRT) – An assessment aligned to pre-defined content standards and designed to measure student achievement relative to those standards.
- c. Cut Scores – The minimum test score necessary to demonstrate that a test taker has the knowledge and/or skills to perform at a certain level of proficiency.
- d. ELL Accommodations – Testing accommodations allowable for English Language Learner or non-English language background (NELB) students based on individual needs and abilities.
- e. English Language Learner (ELL) – A student whose first language is not English and who is limited English proficient as determined by State criteria.
- f. Fiscal Year (FY) - The State accounting period of July 1 through June 30.
- g. Infrastructure evaluation – Documentation providing results of an infrastructure evaluation of State and LEA technology resources as defined in A.7.a.
- h. Limited English Proficient (LEP) Student – A student whose first language is not English and who is limited in English proficiency as determined by State criteria (also referred to as English Language Learners).
- i. Local Education Agency (LEA) – A school district or school system that is the financial and administrative agency for school(s) in a certain region of the State.
- j. N-Counts – Total number of students for a specific data set.
- k. Norm-Referenced Test (NRT) – An assessment developed using standardized test items that have been nationally normed. Only the Kindergarten through Second grade optional achievement assessment may be NRT.
- l. Quarterly Report – Comprehensive summary report as defined in A.11.d.ii.
- m. Reporting Categories - Groups of Performance Indicators used in reporting student performance on the assessments (these categories will be specifically defined by the State).
- n. Reporting Category Performance Index (RCPI) - A measure on a 0-100 metric which yields valid and reliable information related to sub-scale scores that is specific to performance on a reporting category.
- o. Selected Response (SR) – A test question that requires the examinee to choose the correct/best answer from a list of possible responses (i.e., multiple choice).
- p. Special Accommodations – Testing accommodations specified by Individualized Education Plan (IEP) and/or 504 service plan documentation.
- q. State Assigned ID Number – Student identification number randomly generated from the statewide student management system.

- r. TCA – Tennessee Code Annotated.
- s. TCAP Assessments – Used to identify all State assessments listed in A.2 as a group. For planning purposes, the Gateway/End of Course Assessments shall be considered twenty-one (21) assessments: there are currently seven (7) content areas administered three (3) times per year.
- t. Tennessee Value-Added Assessment System (TVAAS) - One component of the State accountability program that utilizes a statistical methodology to measure student achievement gains.
- u. Test Year (TY) - The test administration period from July 1 through June 30. Final reporting for the test year may extend into the following test year.
- v. Web-Based – Delivered via the Internet World Wide Web.

A.4. Schedule

The State shall approve all materials and/or deliverables developed in conjunction with this contract. The Contractor shall provide an internet site for demonstration and testing purposes of all online applications/programs developed by the Contractor for the State; this demo site shall be separate and not accessible by the public. The Contractor shall not disseminate any written information, materials, or deliverables to the field, public, or any other third party without the State's written approval. The Contractor shall allow the State sufficient time to review the materials and/or deliverables, and if necessary, for the Contractor to make modifications as directed by the State, and for the State to review and sign-off on the revised submission. The Contractor is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain the State's approval.

The Contractor shall provide the deliverables under this contract in accordance with the delivery schedule stated below:

a. Annual Deliverables.

These deliverables shall be delivered on the dates specified below in the first year of the contract. The timeframe for subsequent years will be established in the Annual Work Plan and must be approved by the State.

- i. Annual Work Plan – Due 30 days after the contract is executed and June 1 thereafter. The initial Annual Work Plan shall cover the period from the execution of the contract through June 30, 2009. The final Annual Work Plan (due June 1, 2012) shall cover the period from July 1, 2012 through the end of the contract August 16, 2013.
- ii. Online Applications – Receipt of initial Online Applications on or before September 19, 2008.
- iii. Practice Site – Receipt of electronic Practice Site for school/system review on or before September 19, 2008.
- iv. Data Management Activities – Online applications shall be provided to the State beginning on or before September 19, 2008. Specific dates for component deliverables shall be determined in the Annual Work Plan.
- v. Processing and Scoring Activities – Front end software programming for State processing shall be provided to the State beginning on or before February 24, 2009. Specific dates for component deliverables of processing and scoring shall be determined in the Annual Work Plan.
- vi. Online Reporting Activities – Online reporting programming shall be provided to the State on or before March 1, 2009.
- vii. Technical Support Services – Technical support services for all online applications (including online reporting) shall be provided to the State beginning on or before September 19, 2008. Specific dates for component deliverables shall be determined by the Annual Work Plan.

- viii. Progress Reports – Quarterly progress reports – receipt by State beginning October 1, 2008.
- b. The State shall provide the following on or before October 1, 2008:
 - i. Unique State Assigned Student ID Numbers from the State's student management system.
 - ii. Contact information and access to assessment vendors and data.
 - iii. Provide contact information, including email, for System and School users of online products.

A.5. Administration Activities:

The TCAP Assessments are administered during the following windows:

TCAP/WA, WA/Alt, and spring Comp – February;

TCAP/ ACH, ELSA, MAAS, and PA - March/April;

TCAP/GW-EOC Dec/Jan (fall), May/June (spring), and July (summer);

TCAP/CRA, and fall Comp – October.

The Contractor shall provide testing support services for all public, state special, approved private schools, and home schooled students beginning in 2008-2009 (TY09).

The Contractor shall develop, produce, and deliver materials to facilitate state testing schedules as outlined above. All administrative materials shall be provided to the State in Microsoft Word and/or Excel for use on the State internet or in training.

- a. Annual Work Plan - The Contractor shall prepare, for State approval, a detailed Work Plan for each assessment that incorporates the development schedules for the activities of this contract. The initial Work Plan will indicate the essential steps leading to the transition between the Contractor and the existing contractor and shall be submitted within thirty (30) days after executing the contract. The Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, LEAs and State.

The Annual Work Plan will outline by task and due date each activity to be performed under this contract following the deliverable timelines established in A.4. The Annual Work Plan must describe all activities related to development and implementation of software, web-based programming, training materials, vendor support processes, assessment support processes, and logistics including each stage of production and providing due dates for the Contractor and the State. The Annual Work Plan will serve as a monitoring document to be used by the State to assure timely completion of tasks as scheduled. The Annual Work Plan shall be updated annually with State approval for the duration of the contract. The final Annual Work Plan for this contract will indicate the essential steps leading to the transition between the Contractor and any vendor awarded any subsequent contract for the provision of these services. The Annual Work Plan shall include the steps for all project work tasks and deliverables including initiation and completion dates, and task responsibilities to avoid any disruption of services, requirements or deliverables to the students, teachers, schools, LEAs and State.

The Contractor shall provide each year the costs of transportation, food and lodging for an Annual Work Plan review between the representatives of the State and the Contractor for planning, materials development, scoring and report approval, as needed. State representatives in consultation with the Contractor shall make selection of the meeting site

- and dates. Meeting participants shall include the key project staff including project coordinators and their supervisors from both organizations.
- b. Security Procedures – The Contractor shall provide detailed, standardized, security procedures for review and approval by the State. The procedures must:
 - i. Comply with State of Tennessee Test Security Law, T.C.A. 49-1-607.
 - ii. Provide a secure architecture to protect the processing environment from network-based attacks.
 - iii. Provide a secure user hierarchy for use with all applications to include, but not limited to: state administrators, state users, system level administrators, school level administrators, school level users. Access shall be provided to each level based upon guidelines provided by the State. Different rules may be applied to each application.
 - iv. Provide security procedures and safeguards to ensure that electronic files and data are developed, used, and maintained in a secure manner to protect the confidentiality of all students tested, including all materials, records, reports and files.
 - v. Include test security procedures for all student demographic data during scoring.
 - vi. Utilize encryption to ensure security of the assessments and all student/teacher/school/system information entered through all online programs.
 - vii. Provide and pay for any experts needed should these matters be litigated.
 - c. The Contractor is responsible for correcting any errors in work products at the Contractor's expense, arising from activities that are the responsibility of the Contractor, including but not limited, to print errors and program functions. Such corrections may involve activities that include, but are not limited to, the following:
 - i. Conduct analyses to identify the cause and extent of errors.
 - ii. Edit, revise, and/or reprogram online applications.
 - iii. Reprint and/or reproduce products or other materials.
 - iv. Replace and/or correct data files.
 - v. Reproduce reports.
 - vi. Ship replacement products or reports to the State or systems using expedited shipping services.
 - vii. Purchase of additional equipment (i.e., servers, and/or dedicated data circuits).

A.6. Support Requirements:

- a. The Contractor shall provide processing support to the State for all assessments as requested by the State. Historical usage figures are provided in the following table:

Test book Usage	2004	2005	2006	2007
Kindergarten	9,125	8,192	7,875	5,050
1 st grade	41,650	36,817	21,050	20,100
2 nd grade	73,455	69,499	40,700	50,100
3 rd grade	86,044	85,875	94,890	92,800
4 th -8 th grades	438,354	451,984	486,900	451,200
Spring GW-EOC	NA	452,675	474,320	503,500
Summer GW-EOC	NA	42,500	34,150	37,500

Test book Usage	2004	2005	2006	2007
Fall GW-EOC	164,000	177,132	169,700	211,835
Writing 5, 8 and 11	237,270	240,389	247,393	250,502
Writing Alt 5, 8 and 11	NA	5,650	2,604	545
Portfolio	NA	NA	NA	8,100
Competency	24,969	851	189	54

- b. The Contractor shall provide all required services for each assessment and test administration. All components of software development and programming shall maintain compliance with State Board of Education Policies located at <http://state.tn.us/sbe/policies.html> and State of Tennessee Laws, located at <http://www.tennesseeanytime.org/laws/laws.html>, including but not limited to: TCA 49-1-601, 49-1-602, 49-1-603, 49-1-604, 49-1-605, 49-1-606, 49-1-607, 49-1-608, 49-1-609, 49-1-612, 49-6-3050, 49-6-5102, 49-6-6001, and 49-6-6004.
- c. The Contractor shall adhere to State policies for information systems. These policies are set to protect the State's information resource investments. The Office for Information Resources (OIR), acting as staff to the Information Systems Council (ISC), makes recommendations to the ISC who in turn sets policy. The policies, listed below, are located at: <http://state.tn.us/finance/oir/pol1.html>.
- i. Information Systems Council Information Resources Policies (PDF Format) http://tennessee.gov/finance/oir/isc_policies.pdf
 - ii. Acceptable Use Policy Network Access Rights and Obligations (PDF Format) version 1.11 <http://www.state.tn.us/finance/oir/accept.pdf>
 - iii. State Security Policies <http://state.tn.us/finance/oir/secpolicy.html>
 - iv. TN Web Publishing Guidelines <http://www.state.tn.us/guidelines/>
- d. The Contractor shall supply all required technical services for each test administration. Preparation tasks must be performed prior to State test administration dates and scanning, scoring, and processing of tests occurs after the administration dates established in the Annual Work Plan. The 2007-2008 and 2008-2009 testing dates are as follows:

Assessment	2007-2008	2008-2009
Given	(Easter March 23, 2008)	(Easter April 12, 2009)
Competency	October 9-11, 2007	October 7-9, 2008
Gateway	December 4-6, 2007	December 2-4, 2008
	7th Make-ups	5th Make-ups
(Fall End of Course tests are given within the last ten instructional days of course.)		
Writing	February 6, 2008	February 3, 2009
	7th Make-ups	4th Make-ups
Competency	February 12-14, 2008	February 10-12, 2009
Achievement	March 31-April 23, 2008	March 30-April 24, 2009
Gateway	May 6-8, 2008	May 5-7, 2009
	9th Make-ups	8th Make-ups
(Spring End of Course tests are given within the last ten instructional days of course.)		
Gateway	July 15-17, 2008	July 14-16, 2009
	18th Make-ups	17th Make-ups
(Summer End of Course tests are given within the last ten instructional days of course.)		

- e. The Contractor shall provide a secure dedicated protocol (i.e., SFTP, FTPS etc.) for use in file and data transfer. The State shall be able to access the protocol. The protocol security shall include a hierarchy for administration of users to include, but not be limited to: state administrators, state users, and state-wide (system level) users.
- f. The Contractor shall supply software development and support of existing web-based and client/server software applications used in processing of State assessments. The standard platform for existing applications is located at State facilities. The Contractor shall provide at a minimum the software and hardware maintained in the current production platform. Any necessary upgrades or additions to software or hardware shall be the responsibility of the Contractor. In addition to the current platform, the State has purchased and will be installing 11 scanners at remote scan sites as detailed in A.8.g and A.8.h. The current production platform includes the following hardware and software applications:
 - i. Hardware:
 - (a) 2 load balanced servers running Microsoft IIS 6.0
 - (b) 4 servers running Microsoft SQL server
 - (c) 13 Scan site workstations running Microsoft Windows XP
 - (d) 1 EMC CX320 Storage Area Network (Fiber Switched Network) (redundant systems)
 - (e) 2 Powervault 132T Tape Backup Unit
 - (f) 1 CISCO PIX 515E
 - (g) 1 CISCO Router 2800 series
 - (h) 1 CISCO Router 1800 series
 - (i) 1 Barracuda Spyware 410
 - (j) 2 HP Procurve 5300 series
 - (k) StillSecure Strataguard Intrusion Detection/Prevention System with Vulnerability Management
 - (l) Fiber Optic based MAN (Metro Area Network)
 - (m) Bonded T1's failover
 - (n) Border Gateway Protocol v4.0 Switch
 - (o) 25kwh APC Battery Backup unit
 - (p) 50kva Backup Propane generator
 - (q) 7k cf Propane tank
 - (r) 25K btu Environment Control unit
 - (s) Offsite Daily Tape Storage
 - ii. Software:
 - (a) Microsoft Windows Server 2003
 - (b) Microsoft NET Framework 2.0
 - (c) Microsoft Internet Information Server 6.0
 - (d) Microsoft Visual Studio 6.0
 - (e) Microsoft Visual Source Safe 6.0
 - (f) Microsoft Visual Studio .NET 2005
 - (g) EMC VM WARE Virtual Infrastructure 3.0
 - (h) Microsoft SQL Server 2005 – 2 each
 - (i) Microsoft SQL Server 2000 – 2 each
 - (j) Business Objects Crystal Reports
 - (k) ABCPDF .NET 5.0
 - (l) Microsoft Office 2003 Web Components
 - (m) eWorld user Interface tools
 - (n) Multi-Edit 9
 - (o) Adobe Acrobat 5.0 full version
 - (p) NCS Pearson Scan Tools

A.7. Data Management

The Contractor shall provide customized web-based applications for generating, maintaining, and verifying system information and student demographic data for use in assessment processing and reporting. The Contractor shall provide three environments for use in the development of all web-based applications. These environments shall be defined as development, demonstration, and production. Access to the development and demonstration sites shall be secure and provided to State level users only. System level users conducting alpha and/or beta testing of applications shall be given a temporary State user id with temporary access to the demonstration site. Access to the production site shall be secure and provided based on the security level of the user as established in the hierarchy defined in A.5.b.iii.

- a. The Contractor shall conduct an infrastructure evaluation of the technical abilities of schools and LEAs within the State. The evaluation shall include a platform survey and recommendations regarding the technology needs of schools and LEAs. The evaluation shall be utilized for online reporting and all data management activities related to this contract.
- b. Specifications – Each of the web-based applications listed in A.7.c – A.7.j shall include the following:
 - i. one user login that grants access to an application menu with links to each data management application,
 - ii. user friendly and efficient,
 - iii. program modification/revision/customization provided as required/requested to meet State review protocol criteria including but not limited to:
 - (a) program/project scope/specifications which include detailed milestone units and timeline for the project shall be provided to the state for review and approval,
 - (b) screen shots and/or program demos shall be provided in the development environment at each specified milestone unit,
 - (c) comprehensive demo of the program/project shall be provided in the development environment for review and alpha, beta, etc., testing by state users (may include system level users).
 - (d) training demo of the program/project shall be provided in the demonstration environment for review and alpha, beta, etc., testing by state and system users, training shall include online webinars,
 - (e) operational program/project shall be provided in the production environment (Changes may be made to the program/project at any stage prior to the operational load of the program to the production environment for the current assessment. Revisions to the program/project may be made prior to the next assessment as needed.),
 - iv. accessible via link from the State's online applications web site,
 - v. security measures to include user id and passwords at the State, System, School Administrator, and School User levels,
 - vi. user management section will allow State, System, and School administrators to manage all user accounts within their authoritative domain,
 - vii. online access to procedural guides and other user instructions, training videos, as well as live online training delivered via webinar (i.e., webex), for each application as needed,
 - viii. demonstration site containing simulated live data for practice and training at the school level shall be available to State, system and school personnel not less than two weeks prior to operational administration,
 - ix. trained customer service as defined in A.11.g,

- x. training materials and software programming shall be customized to meet State reporting requirements and approved by the State,
 - xi. ensure adequate equipment, band-width and response time to provide access for a minimum of 50,000 concurrent users entering, uploading, and/or downloading information,
 - xii. ensure response time of not less than industry average of 0.8 seconds and provide technical support to take steps if wait time is longer than 1-2 seconds,
 - xiii. all equipment must be located in a secured, controlled environment, with a redundant backup system in place,
 - xiv. all electronic files and web-based programming must be compatible with Tennessee's K-12 public school technology infrastructure and environment. The State uses Windows and Macintosh applications with a variety of web browsers including but not limited to Netscape (x), Internet Explorer (x), Firefox (x), and Safari (x). The Contractor shall provide the state with technical specifications required for any online applications.
- c. Contact management – The Contractor shall develop and produce a user friendly system that will allow systems to enter contact information including but not limited to specific testing dates, system closure dates, (i.e., spring break, special community events), email address, mailing address, shipping address and any special shipping instructions. The Contact Management application shall provide reporting functions to allow the State to download customized information from the data entered. The Contractor shall provide a secure telecommunications line (i.e., FTP site, accessible by State and LEA personnel). The site shall allow the State and LEAs to upload and/or download data and communications using Microsoft Word and/or Excel documents and PDF files. The Contractor agrees to modify/revise/customize the contact management program as needed to meet State criteria.
 - d. Enrollment – The Contractor shall develop and produce a user friendly system to upload student demographic information from schools and/or systems. The system shall provide the ability to review and edit student demographic information pre testing. The Contractor shall ensure that the system maintains compliance with the State's student management system to enable the acquisition of student information from schools and/or systems. The system shall provide the capacity to link student scoring information to the schools and/or systems for integration in the student management system. The Contractor agrees to modify/revise/customize the enrollment program as needed to meet State criteria.
 - e. Order Entry – The Contractor shall develop and produce a user friendly system for ordering assessment materials. The system shall include the ability to verify information provided from the Enrollment application. The Contractor agrees to modify/revise/customize the order entry program as needed to meet State criteria.
 - f. Pre-Coded Demographics – The Contractor may develop and produce pre-coded student accountability demographic data information on bar code labels and response documents. Data uploaded from the student management system shall be used to create bar code labels containing all available demographic information. Bar code labels shall include school and system identification information. Student response documents shall be pre-coded with select demographic information for identification purposes. Schools and/or systems shall be given a window in which to verify, edit and/or update demographic data information prior to printing of bar code labels and student response documents. The Contractor agrees to modify/revise/customize the pre-coding program as needed to meet State criteria.
 - g. Student Demographic Data Verification (SDDV) – The Contractor may develop a system that provides schools and/or systems the ability to review and edit student demographic information pre and post testing. Data shall be uploaded into the system after scanning on a daily basis. The system shall provide schools with the ability to see differences in data that was uploaded and scanned. The system shall provide a report of coding errors and/or discrepancies and the ability to sort on specific demographic fields, defined and approved by the State. Schools and systems shall utilize the system to verify and/or edit student

demographic coding information. The Contractor agrees to modify/revise/customize the SDDV program as needed to meet State criteria.

- h. Inventory management – The Contractor shall develop a system that provides the State and systems the ability to track assessment materials. The Contractor agrees to modify/revise/customize the inventory management program as needed to meet State criteria. The system shall include the following:
 - i Ability to scan and track secure assessment materials (including but not limited to, test booklets and response documents) that have a barcode/radio frequency identifier (RFID) label with a unique machine-scannable and visually readable sequential identification number.
 - ii The Contractor shall provide the State distribution center with six (6) bar code/RFID readers for use in receiving and shipping materials.
 - iii The system shall generate shipping labels to be placed on boxes for tracking that include bar coded information regarding the contents of each box. Return labels shall also be provided.
 - iv Schools and/or systems shall be able to confirm counts of materials received prior to testing and notify the State and/or Contractor of any discrepancies.
 - v Schools and /or systems shall be able to report counts of materials being returned for processing and scoring, including used, unused, and inactive materials.
- i. Faculty Student Data Entry Program– The Contractor shall develop a system that provides schools and/or systems the ability to claim students for Teacher Effect Data used for the State's Value Added Assessment System. The system shall correlate data files with a unique student identification 4-digit number generated within assessment processing and format data files according to State specifications. The unique student identification number shall not include any existing student data. The Contractor shall provide the teacher linkage data to the State's TVAAS vendor according to criteria supplied and approved by the State. The Contractor agrees to develop/modify/revise/customize Faculty Student Data Entry program as needed to meet State criteria.
- j. Assessment Forms – The Contractor shall develop a system that provides schools and/or systems the ability to complete required processing forms online. Current examples of forms include the School Listing, Report of Irregularity, Medical Exemption Request, and Breach of Testing Security. The Contractor agrees to develop/modify/revise/customize assessment forms as needed to meet State criteria.
 - i School Listing: include all teacher header information, including teacher first, last name, grade level, students tested, students absent and total documents. The School Listing shall provide verification with the Inventory Management system regarding the number of used test documents. Information from the School Listings shall be available for uploading into the editing system for use in processing.
 - ii Report of Irregularity (RI): include grade level, content area(s) and subtest(s) impacted, type of irregularity, student(s) name(s) and ID (SSN), specific information regarding the incident that occurred, school and system recommendations, and state resolution. The RI application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.
 - iii Medical Exemption (MedX): include student information, including dates and nature of medical emergency, type of documentation provided, school and system recommendation and state resolution. The MedX application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.
 - iv Breach of Security: include teacher first/last name, grade level, content area(s) and subtest(s) impacted, type of breach, student(s) name(s) and ID (SSN), specific information regarding the incident that occurred, school and system recommendations,

and state resolution. The Breach application shall be accessible to the editing program for the nullification of student responses and/or voiding of student documents as appropriate for processing.

A.8. Processing Activities

- a. The State operates a test processing, scanning, editing, scoring, and reporting center on the TPS Campus at 1254 Foster Avenue, Nashville, TN 37210. The State may continue to process all assessments using assessment vendor's software on State equipment. The Contractor shall work with the State and assessment vendor's technical staff in processing, data verification, and scoring.
- b. The Contractor shall assist the State in managing the progress of each assessment through all administration, processing, verification, and scoring cycles. The Contractor shall work with the State's contracted assessment vendors to proactively identify problems and solutions that will increase the level of functionality and accountability between the State and the assessment vendors.
- c. The Contractor shall provide the State with the complete client/server architecture which will be used to facilitate a seamless transition between the State's current computing and processing configuration to the Contractor's architecture for all technical needs as required by the State.
- d. The Contractor shall work with the State to evaluate test processing and develop programs and services to improve test processing functions. The Contractor shall assist the State to create and redefine test processing procedures to improve productivity, efficiency, data turnaround times, reporting and accountability.
- e. The Contractor may assist with the installation of software applications to support processing functions as provided by assessment vendors. Such installations will be on State servers, scanners, and desktop machines as necessary to accommodate software changes and/or upgrades.
- f. The Contractor shall provide and install software applications to support processing functions for which the Contractor has primary responsibility as outlined in this contract. The State shall be notified of upgrades prior to their installation and the Contractor shall ensure that such upgrades are made in sufficient time as to not impact processing of the assessments. Upgrades to Contractor software and/or web-based applications that require installation of additional and/or upgraded software on State owned equipment shall be the responsibility of the Contractor. Upgrades to Contractor equipment that require installation of additional and/or upgraded equipment on State owned equipment shall be the responsibility of the Contractor. All costs associated with such upgrades shall be the responsibility of the Contractor. A schedule for providing these services will be provided to the State in the Annual Work Plan and revised as needed.
- g. The State currently uses Pearson NCS OpScan 6 scanners at remote scan sites in the State field service centers (FSC). The State will be adding 11 NCS iNSIGHTTM 4 image scanners to these facilities during 2008. Additionally, the State has NCS 5000i scanners and NCS iNSIGHTTM 150 scanners on-site at the State processing center for scanning of answer documents; the State reserves the right to change this equipment, and the Contractor is responsible for adapting as necessary to comply with any changes or modifications.
- h. The Contractor shall provide computer systems in the State field service centers (FSC) to facilitate field scanning initiatives, including hardware, system maintenance, software upgrades, and training necessary to support field scanning in locations across the State. The Contractor shall provide the programming and monitoring needed to accurately translate captured data from field scanning into the data architecture of the assessment vendors in order to complete data processing and scoring. The State field service and scanning centers currently include, but may not be limited to:

- i. Northwest FSC, Martin, TN
 - ii. Southwest FSC, Jackson, TN
 - iii. Mid-Cumberland FSC, Nashville, TN
 - iv. Upper Cumberland FSC, Cookeville, TN
 - v. East TN FSC, Knoxville, TN
 - vi. First TN FSC, Johnson City, TN
 - vii. South Central FSC, Columbia, TN
 - viii. Southeast FSC, Cleveland, TN
 - ix. Hamilton County Schools, Chattanooga, TN
 - x. Knox County Schools, Knoxville, TN
 - xi. Memphis City Schools, Memphis, TN
- i. The Contractor shall provide the State with software programming for use on State scanners for both on-site and regional locations. Programming shall be provided for image scanning and editing of data via captured images. The Contractor shall provide a secure dedicated data circuit i.e., T1, DS3, etc. for the transmission of the scanned data from the regional locations.
 - j. The Contractor shall review and independently test all student demographic response forms provided by assessment vendors to ensure quality assured form development for scanning. The Contractor shall ensure that all demographic data collected is reported in the scan file accurately and correctly to meet State and assessment vendor specifications. Demographic data collected includes but may not be limited to:
 - i. First, Last Name and Middle Initial
 - ii. Student ID Number (state assigned or SSN)
 - iii. Birth Date
 - iv. Grade (K-12)
 - v. Gender
 - vi. Ethnic Origin (including but not limited to: American Indian/Alaska Native, Asian, Black/African American, Hispanic/Latino, Native Hawaiian/other Pacific Islander, White, Two or more ethnic origins)
 - vii. Membership Data
 - viii. Modified Format (Braille, Large Print, Audio, Computer)
 - ix. Special Programs (including but not limited to: Title I, Special Education, 504 Service Plan, Gifted, Economically Disadvantaged, LEP Transitional 1/Transitional 2, Migrant, Home School, Homeless, Pre-K participation)
 - x. Special Accommodations
 - xi. ELL Accommodations
 - xii. Not tested (absent, ELL or medical exemption)
 - xiii. School schedule (i.e., traditional, modified block, block)
 - xiv. Test Date
 - xv. Test Level and/or Form
 - xvi. Optional Codes for State use (ten (10) fields)
 - k. The Contractor shall provide hands-on customer support to verify scanner readiness at each scan site, including but not limited to:
 - i. train regional personnel in scanning procedures,
 - ii. train regional personnel in document handling, including document repair techniques, to ensure effective document scanning and data capture,
 - iii. scan program and software upgrade installation and testing,

- iv. processing support and problem solving for test processing, data capture and scanner maintenance,
 - v. test irregularity procedures, which includes invalidating, omitting or suppressing test scores in conformation to specific criteria set forth by the State and assessment vendors, insuring irregularity standards are upheld through the test cycle and the final data files accurately represent student assessment,
 - vi. data transfer software instruction to insure the scan files are accurate, transmitted securely to the State and/or assessment vendor databases according to State schedules,
 - vii. store, archive, and/or purge any old data from previous administrations, and
 - viii. assessment end-to-end functionality.
- I. The Contractor shall provide a secure dedicated data circuit (i.e., T1, DS3, etc.) for use in data transfer. The Contractor shall provide the use of its computer systems and hardware to support the processing of the assessments via the secure data circuit. The State shall be able to access the Contractor's computer system. The Contractor shall provide training as needed to ensure successful delivery of reports and electronic media to the State and LEA's.
- Specifically, the Contractor shall provide training, access and support for the following major processing systems:
- i. Systems for processing ancillary materials such as pre-coded group information sheets, mailing labels, and packing slips.
 - ii. The front end processing systems which scan, score, and update student data and hierarchical (System, School and Class) information.
 - iii. Software systems to support the table lookup, derived scoring, and summarization of data at various levels.
 - iv. Software and database systems to support the production and dynamic distribution of reports (electronic collation).
 - v. Reporting programs as needed to support State printing hardware.
- The State shall acquire and license hardware (including scanners) and software required by assessment vendors to support the scanning, editing, and update systems. The hardware, software and systems environment shall be self-contained and will be supported by the Contractor with State technical staff. Hardware, software, and systems may reside at a secure assessment vendor location or in the State Processing Center at 1254 Foster Avenue, Nashville, TN. Should the location change, the Contractor shall be responsible for the transfer of the dedicated data circuit (i.e., T1, DS3, etc.) and other changes in programming necessary to ensure continued processing.
- m. The Contractor shall work with the State or any State appointed contractor to assure that all software is installed and quality checked on State equipment.
 - n. The Contractor shall work with the State or any State appointed contractor to facilitate and support scanning and scoring of assessments at alternate sites as designated by the State.
 - o. The Contractor shall provide personnel to work with assessment vendors to perform mainframe operations that include data bridging, data scrubbing, data analysis, print queuing, Job Control Language programming and any other process needed to produce the State's compiled data files and for maintaining district and school codes.
 - p. For quality assurance and score verification purposes, mock data must be generated and utilized in all aspects of processing, scanning, editing, scoring, reporting, and printing and must be completed and evaluated by the Contractor and the State before the beginning of each test administration. The Contractor shall create a test deck for use in score verification and scanned data comparison. Each assessment vendor shall supply a test deck that has been through quality assurance and score verification for the State to use for comparison

purposes. A minimum of 150 mock answer documents per grade level per assessment will be coded to verify the following:

- i. each grid area is properly scanned and recorded,
 - ii. each response area is being scanned and mock answer documents for each version will be gridded to show each of the response choices is being scanned correctly,
 - iii. student demographic information including some from pre-identification files,
 - iv. all cases involving missing and incorrect information will be checked,
 - v. all cases requiring editing are properly relayed to an editor,
 - vi. any other procedures to assure accuracy of data processing,
 - vii. scoring keys and scoring programs, and
 - viii. not tested records are handled appropriately.
- q. The Contractor will provide a data file for each administration to the State for production and quality control purposes. The data file shall meet the following criteria:
- i. verify that student answer documents have been correctly scored, and that all final score values have been properly calculated (e.g., scale scores and proficiency level),
 - ii. monitor (in conjunction with State staff) all aspects of processing, including but not limited to: scanning, editing, and scoring throughout the time that the actual answer documents are being scanned, edited, scored and processed until completion, and
 - iii. develop a data verification plan for each administration that describes in detail all steps to be implemented to ensure that the final reports of results are accurate.
- r. The Contractor will assist the State in providing data to assessment vendors for preliminary verification of scoring and test equating using a calibration sample of approximately the first 5,000-10,000 (not less than 20%) student records processed per grade level/content area per assessment. This sampling must represent the approximate demographics of the State. The student answer documents from these systems will be scored and all of the files and reports identified will be generated by the State and the Contractor.

A.9. Scoring Activities

The Contractor shall provide support for scoring of all assessments to include the following:

- a. The Contractor shall provide support for scoring of all test versions including Computerized, Audio, Large Print and Braille.
- b. The Contractor shall independently review, verify and provide quality assurance of test scoring keys provided by the assessment vendors. Scoring keys shall be provided to the State by assessment vendors for use in verifying the test deck used for scanning and processing. The test scoring keys will include:
 - i. item reference number,
 - ii. item type,
 - iii. item location, and
 - iv. correct answer for multiple-choice items.
- c. The Contractor shall provide quality assured, production and operational programs for scanning services including operational test decks and answer key verification. The Contractor shall also provide quality assured technical information required to provide and facilitate onsite and off-site test processing and reporting. These services shall include, but not be limited to, the following:
 - i. Scoring

The Contractor is responsible for verifying that student answer documents are correctly scored. A test deck as defined in A.8.p shall be provided prior to each administration for each assessment that has been through quality assurance for the State to use for comparison purposes. Results shall be provided in electronic format.

ii. Data Gathered

- (a) Collect all individual data from the answer document, item responses and scores, including commodity codes, demographic data, number of attempts and all other fields.
- (b) Assist the State with reviewing and maintaining scanned data files and submitting scanned data to assessment vendors and data management vendor.

iii. Re-scoring

Procedures for re-scoring student response documents shall be developed and provided to the State for review and approval.

A.10. Reporting Activities

The Contractor may produce quick score class roster reports for any TCAP assessments; however they are required for the TCAP Gateway and End of Course assessments. The Contractor shall utilize a single, unique and accurate Tennessee state-assigned student ID number and the student's current school and LEA unique code identification number at the time of testing. The quick score class roster shall contain at a minimum, student name, student number correct, grade level, proficiency level, and diploma status for the Gateway assessments. All reports shall be submitted to the State for review and approval prior to distribution.

- a. The Contractor shall provide technical training, support, required programming and software, including installation and upgrading of proprietary software and programming, to the State necessary to furnish LEAs with student quick scores and State approved reports. The software shall produce student scores in an easily updated electronic format. The Contractor shall provide written assurance of confidentiality and appropriate security measures to ensure student data is protected.
- b. The Contractor shall work with the State and other state assessment vendors to facilitate required services.
- c. The Contractor shall be responsible for compliance with the confidentiality provisions of the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99 and/or Use of Free and Reduced Price Meal Eligibility Information 42 USC 1758 (b) (2) (c) in all cases. These data shall only be included in the State CDF. In addition, the protection of pupil confidentiality shall uphold the ethics procedures that are usual and customary within the profession.
- d. The Contractor shall provide a web-based online reporting and report delivery system. The system shall meet the same specifications of other online products as defined in A.7.b. Reports shall be designed to create a smooth and efficient transition so that reports closely resemble existing reports. Customized backer text may be included for each report.
- e. The online reporting and report delivery system shall provide the following programming:
 - i. An online help section that provides users with a searchable database that can be used to answer most usability and technology questions. The help section shall include, but not be limited to: Guide to Test Interpretation, tutorials, user's guide, training materials, a quick reference guide and frequently asked questions. The customer support phone numbers and email addresses shall be posted in the help section.
 - ii. An administrative section that will allow State, System, and School administrators to manage all user accounts within their authoritative domain. Provide security measures to include user ID and passwords at the State, System, School Administrator, and School

User levels. This section shall include usage reporting to indicate when/if users have logged in and what reports they have viewed, downloaded, or created. At the State level, this system will provide information pertaining to system completion of required steps in processing prior to provision of reports (i.e. assessment forms submitted, inventory completed, etc.).

- iii. A downloads section that will allow users to download reports in PDF format to their desktop or CD based upon user security level.
- iv. A notification section that will allow the Contractor and the State to post information concerning the reports for users to view and/or print. The State issues an embargo on certain data until its official release by the State; this notice and others may be posted on the web-site.
- v. All electronic files and web-based programming shall be compatible with Windows and Macintosh applications with a variety of web browsers including but not limited to Netscape (x), Internet Explorer (x), Firefox (x), and Safari (x). The Contractor shall provide the State with technical specifications required for any online applications.
- vi. Scanned data shall be uploaded into the reporting system to provide schools with preliminary class roster reports with quick score information based upon State established guidelines.
- vii. Final data shall be uploaded after SDDV review, editing, and scoring have been completed. Systems shall be able to retrieve Individual Profile Reports and final Class Rosters as their data completes processing. Summary reports shall be available within ten (10) days after all State and Public Schools have been processed.
- viii. Interactive reporting that may be customized to allow users to select data based upon various criteria (including all subgroups and demographic data) and create custom reports for use in activities including but not limited to: re-rostering for future classes, school improvement plans, and federal reporting requirements.
- ix. Each customized report, as it is viewed on the screen, will be capable of rendering in a PDF format through a print function. The customized report may be printed in hard copy or downloaded to the desktop or CD.
- x. The online reporting system shall maintain an archive of data from previous administrations for the life of the contract. Interactive reporting shall allow for users to access archived data in the creation of custom reports. All reports created using the online reporting system shall be archived for future retrieval.

A.11. Operations Management

The Contractor shall assign a single point of contact for these technical services to manage all inquiries related to materials, training, and technical assistance.

- a. Project Team – The Contractor shall assign a single point of contact for this assessment program to manage all inquiries related to materials, training, and technical assistance.
 - i. All members of the Contractor's project team must be current members of the Contractor's regular organizational staff with experience within the company in coordinating test development and implementation activities. Team members must have at a minimum technical experience, knowledge, and operational experience in the following areas:
 - (a) one or more certifications listed in A.11.h,
 - (b) managing or coordinating the processing of large scale assessments,
 - (c) communicating effectively orally and in writing,

- (d) providing technical skills in the implementation of a large scale testing program and having a working knowledge of professional testing standards and practices.
 - ii. The Contractor shall provide a personnel roster and resumes of key people who shall be assigned to perform duties or services under this Contract.
 - iii. The Contractor shall not remove or reassign key personnel (including but not limited to: Program Manager, Project Manager, Project Coordinator, Software Project Manager, Lead Software Developer, and other personnel in Lead or Director level positions) without prior written approval of the State.
 - iv. The Contractor shall provide qualified replacements in the event that key personnel become unavailable to provide services due to resignation, illness or other factors outside of the Contractor's control. The Contractor shall provide the State with written notice immediately upon determination of the need for replacement personnel. The Contractor shall provide the State with written notification and the resume or vitae of all personnel proposed for the project team for review and written approval, which approval shall not be unreasonably withheld.
- b. Administrative Tasks – The Contractor shall provide technical consultation services including but not limited to:
- i. Review logistics in all areas of test processing from order entry, warehouse management, document preparation, materials inventory, scanning, processing, scoring, reporting, and invoicing for all assessments.
 - ii. Identify problem areas in procedures and complete risk/reward evaluations with reasonable solutions and effective implementation plans for resolution.
 - iii. Establish and maintain quality control sampling techniques in each area of assessment processing.
 - iv. Provide testing of all software applications provided by the Contractor. Such testing shall include but not be limited to:
 - (a) system and user acceptance tests,
 - (b) load and performance testing,
 - (c) regression testing for any upgrades provided during the course of the contract, and
 - (d) accuracy testing for all data uploaded from other vendors.

Results of testing shall be provided to the State according to timelines established with the Contractor and included in the Annual Work Plan. The State shall have final approval of all data and software.
- c. Continuity of Contracts – The Contractor shall:
- i. Cooperate fully with the State in providing a transition between the Contractor and the existing Contractor to avoid any disruption of services, requirements or deliverables to students, teachers, schools, systems or the State.
 - ii. Cooperate fully with the State and any future Contractor designated by the State to transition to a potential new Contractor for technical services.
 - iii. Cooperate fully with the State in assisting with the transition of assessment vendors, providing any needed technical services and/or consultation to avoid any disruption of assessment services.
 - iv. Conduct testing for accuracy of data transferred and/or converted for upload between multiple contractors' systems.
- d. Management Meetings – The Contractor shall:

- i. Provide for a minimum of one weekly management meeting between the Contractor and State staff. These management meetings shall include review of the Annual Work Plan and provide an opportunity to discuss task implementation, status, demo review schedule, and expected completion dates.
- ii. Produce quarterly and annual progress reports with relevant tasks and activities from the schedule and progress noted for each. Progress reports shall include a report of activities completed during the prior quarter (or year, for the annual report). The reports shall provide a list of significant operational problems needing corrective action and shall address the following elements for each problem:
 - (a) identify the problem,
 - (b) assign responsibility for taking corrective action,
 - (c) evaluate the importance of the problem,
 - (d) investigate possible causes of the problem,
 - (e) analyze the problem,
 - (f) recommend actions to prevent recurrence of this or similar problems,
 - (g) implement new process controls as necessary,
 - (h) determine what to do with the failed items, and
 - (i) record permanent changes in process documentation.

Each quarterly progress report shall also contain:

- (a) a section that summarizes questions or complaints received by the call center,
- (b) a section that addresses issues or problems raised by the State,
- (c) a section that addresses ongoing problems, and
- (d) an executive summary that provides an informative and substantive description of the major problems and recommendations.

Unanticipated issues or problems shall be reported and addressed as they occur. All progress reports should be submitted in Microsoft Word via email.

- e. Records and Minutes – The Contractor shall take minutes and record lists of participants, including institutional affiliation and contact information, for all meetings including, but not limited to: management meetings, and technical advisory groups. All minutes, records and lists of participants shall be provided by the Contractor to the State for review and approval within two working days after each meeting. All records and minutes should be provided in a State approved style and format in Microsoft Word via email or other electronic media. The Contractor shall review contact information for each meeting and update contact information if changed.
- f. Data Warehousing and Analytical Processing – For all State assessments as required, the Contractor shall:
 - i. Provide the State with data warehousing services to support all web-based applications.
 - ii. Provide the State with data warehousing services to support Online Analytical Processing (OLAP) applications. Warehouses and data marts must provide the State with 3 dimensional data sets that can be disaggregated from the State down to the student level.
 - iii. Provide analytical data reporting to the State upon request.

- iv. Provide the State with a data archiving system to collect years of testing data and demographics, the system shall store information in an electronic format for later retrieval.
- v. Assure that all data is stored in a secure environment and State backup and recovery policies are followed as defined in A.6.c.
- vi. Provide remote access to data to State personnel as requested.
- g. Technical Support Services available to State, System and School Personnel – For each online application the Contractor shall:
 - i. Operate a dedicated call center for web-based applications, including online reporting. The call center shall receive calls and e-mails on all working days from 7:30 a.m. to 4:30 p.m., CST. The call center shall respond to all calls and e-mails within one working day of receipt using the same delivery method.
 - ii. Log, document, and summarize comments, complaints, and questions from schools or LEAs regarding services and products provided by the Contractor.
 - iii. Develop scripts and referral guides for technical support personnel. Separate guides shall be created for each online application as defined in A.7.c – A.7.j and for the online reporting system defined in A.10.d and A.10.e. All guides shall be submitted to the State for review and approval.
 - iv. Each quarterly progress report shall contain a section that summarizes, analyzes, and evaluates questions and complaints and a section that contains current scripts and referral guides. Electronic versions of the logs, summaries, scripts, and referral guides shall be made available to the State within five (5) working days of the State's request.
- h. Technical Support Services available to State Personnel –The Contractor shall provide additional support to the State for all assessments as required, including but not limited to:
 - i. Provide technical (IT) personnel with experience in technical support for and between entities for the purpose of processing State assessments.
 - ii. Provide IT personnel who are adept in core languages including but not limited to Microsoft SQL Server, Visual Basic, VB Script, ASP, VB.Net, ASP.Net, C++, C#, Crystal Reports, data warehousing and OLAP services.
 - iii. Provide IT personnel who have the following minimum certifications: Microsoft Certified Partner, Microsoft Certified Systems Administrator (MCSA), Microsoft Certified Systems Engineer (MCSE), Microsoft Certified Product Specialist (MCPS), Microsoft Certified Networking Product Specialist (MCNPS), Microsoft Certified Database Administrator, (MCDBA), Microsoft Certified Application Developer (MCAD), Microsoft Certified Product Specialist-Internet (MCPSI), and CISCO Certified Systems Engineer.
 - iv. Provide IT personnel who are familiar with the use of software architectures including but not limited to: client/server, nTier, .Net web services, XML, desktop applications, system services, distributed applications, COM+, message queue, ADSI, NCS Scan Tools package, active directory and any other software that may be applied to the State processing procedures and services to facilitate and enhance processing procedures on State equipment.
 - v. Provide IT and/or non-IT personnel who are familiar with standard office software including but not limited to Adobe Suite and Microsoft Office including Word, Excel, Power Point and Access.
 - vi. During each test administration and processing, personnel may be based and perform 40% -60% of their work at State-operated facilities. The State reserves the right to request on-site or off-site work in both Nashville and regional scan sites.
 - vii. Commensurate with the needs of a given project, the State will provide personnel with office space, access to telephones, office supplies, workstations and connections to the

relevant State LAN/WAN and/or mainframe environment during the administration and processing periods and any other necessarily deemed blocks of time the vendor is on-site. The Contractor will be responsible for access to the system using State authorized access points at all times from the off-site locations approved by the State.

- i. The Contractor shall provide IT and non-IT staff to assist State staff with unexpected exigent services related to State assessments, test processing, and web-based applications.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on August 19, 2008 and ending on August 16, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
 - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
A.5 Administration Activities	
Annual Work Plan (A.5.a)	Cost per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$

Service Description	Amount (per compensable increment)
A.6 Support Requirements	
Assessment Technical Services (A.6.d)	Cost per Hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Assessment Overhead Services (A.6.f - includes all required hardware and software)	Cost per Month
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
A.7 Data Management	
Infrastructure Evaluation (A.7.a)	Cost per Hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
Custom Programming (A.7.b)	Cost per Hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Website Hosting (A.7.c - A.7.j)	Per Application Per Month
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Contact Management (A.7.c)	
Contact Management Setup (includes website setup & customization)	Per Assessment
8/19/08 - 6/30/09	\$
Contact Management Support & maintenance (includes support documentation, training, annual reviews and customization)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$

Service Description	Amount (per compensable increment)
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Enrollment (A.7.d)	
Enrollment Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$
Enrollment Support & maintenance (includes data upload from state/systems, annual reviews, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Order Entry (A.7.e)	
Order Entry Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$
Order Entry Support & maintenance (includes data upload from state/systems, annual review, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Pre-coding/Bar code labels (A.7.f)	
Pre-Coding Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$
Pre-coding Support & maintenance (includes data uploads, pre-coding, data reviews, annual reviews, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$

Service Description	Amount (per compensable increment)
Pre-code Student Response Documents	Per document
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Bar-code labels	Per label
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Student Demographic Data Verification (A.7.g)	
Student Demographic Data Verification Setup (includes website setup & customization, support documentation and training)	Per Assessment
8/19/08 - 6/30/09	\$
Student Demographic Data Verification Support & maintenance (includes data upload from assessment vendors to and from state/systems, annual reviews, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Inventory Management (A.7.h)	
Inventory Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment
8/19/08 - 6/30/09	\$
Inventory Management Support & maintenance (includes data upload from warehouse to and from state/systems, annual reviews customization, and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$

Service Description	Amount (per compensable increment)
Assessment Forms (A.7.j)	
Assessment Form Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment
8/19/08 - 6/30/09	\$
Assessment Form Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Faculty Student Data Entry (A.7.i)	
Faculty Student Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment
8/19/08 - 6/30/09	\$
Faculty Student Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
A.8. Processing Activities and A.9 Scoring Activities	
Software Programming (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration) (A.8.b,e,f,i,j,l,m,n,o,p,q,r and A.9.b,c)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Remote Scanning Setup (includes Hardware/Data Circuit/FTP lines) (A.8.h,i,l)	Cost Per Site
8/19/08 - 6/30/09	\$

Service Description	Amount (per compensable increment)
Software Programming for Remote Scanning Setup (A.8.h, i, l)	Per Assessment Per Site
8/19/08 - 6/30/09	\$
Software Programming for Remote Scanning (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration) (A.8.i,m,n,o,p,q,r and A.9.c)	Per Assessment Per Year Per Site
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
Customer Support for Remote Scanning (includes on-site training and installation) (A.8.k)	Per Hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
A.10. Reporting Activities	
Online Reporting	
Online Reporting Setup (includes report customization)	Per Assessment
8/19/08 - 6/30/09	\$
Online Reporting Support and Maintenance (includes annual reviews, customization and training updates) (A.10.a-e)	Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$
A.11. Operations Management	
Data Warehouse Services (A.11.f)	Per Application Per Assessment Per Year
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 - 8/16/13	\$

Service Description	Amount (per compensable increment)
Technical Support Services (A.11.g)	Per Application Per Assessment Per Month
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 – 8/16/13	\$
Project Management - IT personnel (A.11.h.i-v and A.11.i)	Per hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 – 8/16/13	\$
Project Management - non-IT personnel (A.11.h.v and A.11.i)	Per hour
8/19/08 - 6/30/09	\$
7/1/09 - 6/30/10	\$
7/1/10 - 6/30/11	\$
7/1/11 - 6/30/12	\$
7/1/12 - 6/30/13	\$
7/1/13 – 8/16/13	\$

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Deborah Malone
Department of Education
Assessment, Evaluation, and Research
1252 Foster Ave.
TPS Campus, Hardison Building
Nashville, TN 37243

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);

- (5) Account Name: Department of Education: Assessment, Evaluation & Research
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address; and,
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, or Hours as applicable, of each service invoiced;
 - iii. Detail of specific delivered service to include but not be limited to:
 - (a) person performing the service
 - (b) specific project programming information
 - (c) actual hour breakdown
 - iv. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - v. Amount Due by Service; and
 - vi. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- C.10. Retention of Final Payment. An amount of **WRITTEN DOLLAR AMOUNT (\$NUMBER)**, representing one percent (1%) of the maximum total compensation payable under this Contract, shall be withheld by the State until ninety (90) days after final completion of the services to be performed by the Contractor under this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall,

upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Dan Long, Executive Director
 DEPARTMENT OF EDUCATION
 Assessment, Evaluation and Research
 TPS Campus, Hardison Building
 1252 Foster Ave.
 Nashville, TN 37210
 email address: Dan.Long@state.tn.us
 Telephone #: 615-741-0720
 Fax #: 615-532-7860

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 CONTRACTOR NAME
 ADDRESS
 EMAIL ADDRESS
 Telephone # NUMBER
 FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required

to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

- a. The Contractor shall maintain, at minimum, the following insurance coverage:
 - (1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - (2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - (3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - (4) Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. At any time State may require the Contractor to provide a valid Certificate of Insurance detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.6. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing

authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

- E.8. State Ownership of Software and Work Products. The State shall have ownership, right, title, and interest, including ownership of copyright, in all work products, including computer source code, created, designed, developed, derived, documented, installed, or delivered under this Contract subject to the next subsection and full and final payment for each "Work Product." The State shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Custom-Developed Application Software," which shall mean customized application software developed by Contractor solely for State.
- (3) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (4) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (5) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources, including Custom-Developed Application Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

- c. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - d. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - e. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - f. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.9. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.10. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:
- a. The Contract document and its attachments
 - b. All Clarifications and addenda made to the Contractor's Proposal
 - c. The Request for Proposal and its associated amendments
 - d. Technical Specifications provided to the Contractor
 - e. The Contractor's Proposal
- In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.
- E.11. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.12. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.13. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall

prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.14. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.15. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-331.03-001-09 (Attachment 6.3, Section B, Item B.13.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

E.17. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation,

or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.18. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this Contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach— The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the State shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Liquidated Damages— In the event of a Breach, the State may assess Liquidated Damages. The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Breach by Contractor as said amounts are likely to be uncertain and not easily proven. Contractor hereby represents and covenants it has carefully reviewed the Liquidated Damages contained in above referenced, Attachment B and agree that said amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of Breach, and are a reasonable estimate of the damages that would occur from a Breach. It is hereby agreed between the parties that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the liquidated damage amount is in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or other section of this Contract.

The State may continue to withhold the Liquidated Damages or a portion thereof until the Contractor cures the Breach, the State exercises its option to declare a Partial Default, or the State terminates the Contract. The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity; provided, however, Contractor shall receive a credit for said Liquidated Damages previously withheld except in the event of a Partial Default.

- (3) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of:

(1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1) amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

The State may assess Liquidated Damages against the Contractor for any failure to perform which ultimately results in a Partial Default with said Liquidated Damages to cease when said Partial Default is effective. Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (4) **Contract Termination**— In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach**— In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.19. **Partial Takeover**. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said

notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.20. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons for performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.21. FERPA Compliance. The State and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract.
- E.22 State Interest in Equipment. The Contractor shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this contract and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Contractor pursuant to the provisions of this contract. A further intent of this contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Contractor pursuant to the provisions of this program's prior year contracts between the State and the Contractor.

The Contractor hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Contractor hereby grants the State a security interest in said equipment. The Contractor agrees that the State may file this Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Contractor agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Contract in such form as the State

may require to perfect a security interest with respect to said equipment. The Contractor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Contractor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Contractor's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Contractor agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Contract. The Contractor shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Contractor's operations where the equipment is used;
- h. Condition of the property or disposition date if Contractor no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Contractor shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Contractor shall inventory equipment annually. The Contractor must compare the results of the inventory with the inventory control report and investigate any differences. The Contractor must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Contractor shall submit its inventory control report of all equipment purchased with funding through this grant within ninety (90) days of the Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Contractor shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Contract, where a further contractual relationship is not entered into, or at another time during the term of the Contract, the Contractor shall request written approval from the State for any proposed disposition of equipment purchased with Contract funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE**DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**DEPARTMENT OF EDUCATION**

DR. TIMOTHY K. WEBB, COMMISSIONER**DATE****APPROVED:**

**M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION****DATE**

**DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES****DATE**

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**DATE**

ATTACHMENT A

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT B

Liquidated Damages

Service Description	Liquidated Damages charges are per state work day
A.5 Administration Activities	
Annual Work Plan	\$25,000
A.6 Support Requirements	
Assessment Technical Services (A.6.d)	\$25,000
A.7 Data Management	
Infrastructure Evaluation	\$10,000
Custom Programming	\$10,000
Contact Management	
Contact Management Setup (includes website setup & customization)	\$25,000
Contact Management Support & maintenance (includes support documentation, training and annual reviews)	\$25,000
Enrollment	
Enrollment Setup (includes website setup & customization, support documentation and training)	\$25,000
Enrollment Support & maintenance (includes data upload from state/systems, annual reviews, customization and training updates)	\$25,000
Order Entry	
Order Entry Setup (includes website setup & customization, support documentation and training)	\$25,000
Order Entry Support & maintenance (includes data upload from state/systems, annual reviews, customization and training updates)	\$25,000
Pre-coding/Bar code labels	
Pre-Coding Setup (includes website setup & customization, support documentation and training)	\$25,000
Pre-coding Support & maintenance (includes data uploads, pre-coding, data reviews, annual reviews, customization and training updates)	\$25,000
Pre-code Student Response Documents	\$25,000
Bar-code labels	\$25,000
Student Demographic Data Verification	
Student Demographic Data Verification Setup (includes website setup & customization, support documentation and training)	\$25,000
Student Demographic Data Verification Support & maintenance (includes data upload from assessment vendors to and from state/systems, annual reviews, customization and training updates)	\$25,000
Inventory Management	

Service Description	Liquidated Damages charges are per state work day
Inventory Management Setup (includes website setup & customization, support documentation and training, equipment)	\$25,000
Inventory Management Support & maintenance (includes data upload from warehouse to and from state/systems, annual reviews, customization and training updates)	\$25,000
Assessment Forms	
Assessment Form Management Setup (includes website setup & customization, support documentation and training, equipment)	\$25,000
Assessment Form Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	\$25,000
Faculty Student Data Entry	
Faculty Student Management Setup (includes website setup & customization, support documentation and training, equipment)	\$25,000
Faculty Student Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	\$25,000
A.8. Processing Activities and A.9 Scoring Activities	
Software Programming (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration)	\$25,000
Remote Scanning Setup (includes Hardware/Data Circuit/FTP lines)	\$25,000
Software Programming for Remote Scanning Setup	\$25,000
Software Programming for Remote Scanning (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration)	\$25,000
Customer Support for Remote Scanning (includes on-site training and installation)	\$25,000
A.10. Reporting Activities	
Online Reporting	
Online Reporting Setup (includes report customization)	\$25,000
Online Reporting Support and Maintenance (includes training)	\$25,000
A.11. Operations Management	
Technical Support Services	\$10,000

ATTACHMENT 6.2**PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

SIGNATURE & DATE:

ATTACHMENT 6.3

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A		
PROPOSER NAME:		
SECTION A — MANDATORY REQUIREMENTS		
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract “Special Terms and Conditions”).</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>		
Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY Pass/Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard business letter, indicating that the proposer's business relationship with the financial institution is in positive standing ▪ two current written, positive credit references, in the form of standard business letters, from vendors with which the proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months ▪ a copy of a valid certificate of insurance indicating liability 	

Proposal Page # (to be completed by Proposer)	Qualifications and Experience Items	
	insurance in the amount of at least five hundred thousand dollars (\$500,000.00)	
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	
	<p>A.4 Provide documentation that the Proposer has demonstrated experience as a contractor for state wide assessments that have received full approval (without recommendations, and cannot be pending) from the United States Department of Education for compliance with the requirements of the No Child Left Behind Act.</p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:	
SECTION B — QUALIFICATIONS & EXPERIENCE	
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p> <p>Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to <i>pro forma</i> contract "Special Terms and Conditions").</p>	
Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.
	B.9 Describe the Proposer organization's number of employees, client base, and location of offices.

Proposal Page # (to be completed by Proposer)	Qualifications and Experience Items
	B.10 Provide a narrative description of the proposed project team, its members, and organizational structure.
	B.11 Provide a personnel roster and resumes of key people who shall be assigned by the Proposer to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the Proposer, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
	B.12 Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.13 Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail: <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>

Proposal Page # (to be completed by Proposer)	Qualifications and Experience Items	
	<p>B.14 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of Tennessee and all those completed within the previous five year period.</p> <p>Each reference must include:</p> <ul style="list-style-type: none"> ▪ the company name and business address; ▪ the name, title, and telephone number of the company contact knowledgeable about the project work; and ▪ a brief description of the service provided and the period of service. <p>The list of contracts with the State of Tennessee must include:</p> <ul style="list-style-type: none"> ▪ the contract number; ▪ the contract term; and ▪ the procuring state agency for each reference. <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding <u>all</u> references provided (both state and non-state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i></p>	
	<p>B.15 All members of the Contractors project team must be current members of the Contractor's regular organizational staff with experience within the company in coordinating test development and implementation activities. Team members must meet criterion specified in the Scope of Services in A.11.h. Team members must have at a minimum technical experience, knowledge, and operational experience in the following areas:</p> <ul style="list-style-type: none"> (a) one or more certifications listed in A.11.h, (b) managing or coordinating the processing of large scale assessments, (c) communicating effectively orally and in writing, (d) providing technical skills in the implementation of a large scale testing program and having a working knowledge of professional testing standards and practices. 	
(Maximum Section B Score =20)		
SCORE (for <u>all</u> Section B items above, B.1 through B.15):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:

SECTION C — TECHNICAL APPROACH

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Any contract resulting from this RFP process shall incorporate by reference the respective proposal responses to all items below as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide a brief narrative that illustrates the Proposer's overall understanding of the State's requirements as outlined in Section A.2.		1	
	C.2 Provide a preliminary work plan that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule as outlined in Section A.4.a. <ul style="list-style-type: none"> The Work plan should meet requirements outlined in A.5.a. Include Security information as detailed in A.5.b. 		5	
	C.3 Provide a comprehensive support plan that illustrates the Proposer's understanding of the State's requirements as outlined in Section A.6. The plan must illustrate the Proposer's understanding of the separate assessment's and their processing components. The plan must include the following: <ul style="list-style-type: none"> Narrative that illustrates the Proposer's understanding of the Tennessee Comprehensive Assessment Program and its components Narrative that illustrates the Proposer's understanding of State and Federal laws and policies that impact State assessments and 		5	

	<p>technology requirements.</p> <ul style="list-style-type: none"> • Narrative that describes the Proposer's plan for providing a secure protocol for use in file and data transfers. • Narrative that describes the Proposer's current hardware and software capabilities. 			
	<p>C.4 Provide a comprehensive data management plan that illustrates the Proposer's understanding of the State's requirements as outlined in Section A.7. The plan must illustrate the Proposer's understanding of the separate assessment's and their development components. The plan must include the following:</p> <ul style="list-style-type: none"> • Procedures for an infrastructure evaluation. • Narrative that describes the Proposer's web-based solutions to meet the State's requirements and processing needs. The proposal shall include printed samples and access to a demo site for review. 		12	
	<p>C.5 Provide a comprehensive processing and scoring plan that illustrates the Proposer's understanding of the State's requirements as outlined in Sections A.8 and A.9. The plan must illustrate the Proposer's understanding of the separate assessment's and their components. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that illustrates the Proposer's understanding of their role in supporting the State in working with different assessment vendors and their technologies. • Narrative that describes the Proposer's plan to work with the State for scanning, editing, and scoring test materials. The Plan should identify tasks to be done by the Contractor as well as any activities that will be the responsibility of the State. • Narrative that describes the Proposer's plans for supporting remote scanning and processing. • Narrative that describes the client/server architecture of software programs and systems that will be used to facilitate a seamless transition between the State's current processing configuration to the Proposer's architecture for all processing, scoring and reporting needs. • Narrative that details the Proposer's understanding of the test deck requirement. 		15	

	<p>C.6 Provide a comprehensive online reports management plan that illustrates the Proposer's understanding of the State's requirements as outlined in Section A.10. The plan must illustrate the Proposer's understanding of the separate assessment's and their development components. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that describes the Proposer's online reporting system. The proposal shall include printed report samples and access to a demo site for review. 		5	
	<p>C.7 Provide a comprehensive management plan that illustrates the Proposer's understanding of the State's requirements as outlined in Section A.11. The plan must illustrate the Proposer's understanding of the separate assessment's and their components. The plan must include the following:</p> <ul style="list-style-type: none"> • Narrative that describes the Proposer's project management team. • Narrative that illustrates the Proposer's understanding of and plan for continuity between contracts. • Narrative that describes the Proposer's communication plan and meeting schedules, the plan should include samples of communications and meeting minutes. • Narrative that describes the Proposer's plans for data warehousing and analytical processing. • Narrative that describes the Proposer's technical support structure. 		7	
<p align="right">Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i></p>				
<p> Total Raw Weighted Score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </p>				<p align="center"> X 50 <i>(maximum section score)</i> </p> <p align="right">= SCORE:</p>

ATTACHMENT 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

**PROPOSER
NAME:**

**SIGNATURE &
DATE:**

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Statement of Certifications and Assurances SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma Contract Scope of Services* for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
A.5 Administration Activities			
Annual Work Plan (A.5.a)	Cost per Year		
8/19/08 - 6/30/09	\$	1	\$
7/1/09 - 6/30/10	\$	1	\$
7/1/10 - 6/30/11	\$	1	\$
7/1/11 - 6/30/12	\$	1	\$
7/1/12 - 6/30/13	\$	1	\$
A.6 Support Requirements			
Assessment Technical Services (A.6.d)	Cost per Hour		
8/19/08 - 6/30/09	\$	10,000	\$
7/1/09 - 6/30/10	\$	10,000	\$
7/1/10 - 6/30/11	\$	10,000	\$
7/1/11 - 6/30/12	\$	10,000	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/12 - 6/30/13	\$	10,000	\$
7/1/13 - 8/16/13	\$	1,200	\$
Assessment Overhead Services (A.6.f - includes all required hardware and software)	Cost per Month		
8/19/08 - 6/30/09	\$	12	\$
7/1/09 - 6/30/10	\$	12	\$
7/1/10 - 6/30/11	\$	12	\$
7/1/11 - 6/30/12	\$	12	\$
7/1/12 - 6/30/13	\$	12	\$
7/1/13 - 8/16/13	\$	2	\$
A.7 Data Management			
Infrastructure Evaluation (A.7.a)	Cost per Hour		
8/19/08 - 6/30/09	\$	1,000	\$
7/1/09 - 6/30/10	\$	1,000	\$
Custom Programming (A.7.b)	Cost per Hour		
8/19/08 - 6/30/09	\$	2,000	\$
7/1/09 - 6/30/10	\$	2,000	\$
7/1/10 - 6/30/11	\$	2,000	\$
7/1/11 - 6/30/12	\$	2,000	\$
7/1/12 - 6/30/13	\$	2,000	\$
7/1/13 - 8/16/13	\$	250	\$
Website Hosting (A.7.c-j)	Per Application Per Month		
8/19/08 - 6/30/09	\$	108	\$
7/1/09 - 6/30/10	\$	108	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/10 - 6/30/11	\$	108	\$
7/1/11 - 6/30/12	\$	108	\$
7/1/12 - 6/30/13	\$	108	\$
7/1/13 - 8/16/13	\$	18	\$
Contact Management (A.7.c)			
Contact Management Setup (includes website setup & customization)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Contact Management Support & maintenance (includes support documentation, training, annual reviews and customization)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Enrollment (A.7.d)			
Enrollment Setup (includes website setup & customization, support documentation and training)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Enrollment Support & maintenance (includes data upload from state/systems, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Order Entry (A.7.e)			
Order Entry Setup (includes website setup & customization, support documentation and training)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Order Entry Support & maintenance (includes data upload from state/systems, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Pre-coding/Bar code labels (A.7.f)			
Pre-Coding Setup (includes website setup & customization, support documentation and training)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Pre-coding Support & maintenance (includes data uploads, pre-coding, data reviews, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	4
Pre-code Student Response Documents	Per document		
8/19/08 - 6/30/09	\$	1,500,000	\$
7/1/09 - 6/30/10	\$	1,552,500	\$
7/1/10 - 6/30/11	\$	1,606,838	\$
7/1/11 - 6/30/12	\$	1,663,077	\$
7/1/12 - 6/30/13	\$	1,721,285	\$
7/1/13 - 8/16/13	\$	75,000	\$
Bar-code labels	Per label		
8/19/08 - 6/30/09	\$	1,500,000	\$
7/1/09 - 6/30/10	\$	1,552,500	\$
7/1/10 - 6/30/11	\$	1,606,838	\$
7/1/11 - 6/30/12	\$	1,663,077	\$
7/1/12 - 6/30/13	\$	1,721,285	\$
7/1/13 - 8/16/13	\$	75,000	\$
Student Demographic Data Verification (A.7.g)			
Student Demographic Data Verification Setup (includes website setup & customization, support documentation and training)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Student Demographic Data Verification Support & maintenance (includes data upload from assessment vendors to and from state/systems, annual reviews, customization)	Per Assessment Per Year		

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
and training updates)			
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Inventory Management (A.7.h)			
Inventory Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Inventory Management Support & maintenance (includes data upload from warehouse to and from state/systems, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Assessment Forms (A.7.j)			
Assessment Form Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
Assessment Form Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Faculty Student Data Entry (A.7.i)			
Faculty Student Management Setup (includes website setup & customization, support documentation and training, equipment)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Faculty Student Management Support & maintenance (includes data uploads, annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
A.8. Processing Activities and A.9 Scoring Activities			
Software Programming (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration) (A.8.b,e,f,i,j,l,m,n,o,p,q,r and	Per Assessment Per Year		

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
A.9.b,c)			
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
Remote Scanning Setup (includes Hardware/Data Circuit/FTP lines) (A.8.h.i.l)	Cost Per Site		
8/19/08 - 6/30/09	\$	11	\$
Software Programming for Remote Scanning Setup (A.8.h.i.l)	Per Assessment Per Site		
8/19/08 - 6/30/09	\$	429	\$
Software Programming for Remote Scanning (includes licensing, imaging, editing, scanning, scoring, reporting, archiving, production data file, test deck, & data calibration) (A.8.i,m,n,o,p,q,r and A.9.c)	Per Assessment Per Year Per Site		
8/19/08 - 6/30/09	\$	429	\$
7/1/09 - 6/30/10	\$	429	\$
7/1/10 - 6/30/11	\$	429	\$
7/1/11 - 6/30/12	\$	429	\$
7/1/12 - 6/30/13	\$	429	\$
7/1/13 - 8/16/13	\$	429	\$
Customer Support for Remote Scanning (includes on-site training and installation) (A.8.k)	Per Hour		
8/19/08 - 6/30/09	\$	650	\$
7/1/09 - 6/30/10	\$	650	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/10 - 6/30/11	\$	650	\$
7/1/11 - 6/30/12	\$	650	\$
7/1/12 - 6/30/13	\$	650	\$
7/1/13 - 8/16/13	\$	220	\$
A.10. Reporting Activities			
Online Reporting			
Online Reporting Setup (includes report customization)	Per Assessment		
8/19/08 - 6/30/09	\$	39	\$
Online Reporting Support and Maintenance (includes annual reviews, customization and training updates)	Per Assessment Per Year		
8/19/08 - 6/30/09	\$	39	\$
7/1/09 - 6/30/10	\$	39	\$
7/1/10 - 6/30/11	\$	39	\$
7/1/11 - 6/30/12	\$	39	\$
7/1/12 - 6/30/13	\$	39	\$
7/1/13 - 8/16/13	\$	39	\$
A.11. Operations Management			
Data Warehousing Services (A.11.f)	Per Application Per Assessment Per Year		
8/19/08 - 6/30/09	\$	351	\$
7/1/09 - 6/30/10	\$	351	\$
7/1/10 - 6/30/11	\$	351	\$
7/1/11 - 6/30/12	\$	351	\$
7/1/12 - 6/30/13	\$	351	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
7/1/13 - 8/16/13	\$	351	\$
Technical Support Services (A.11.g)	Per Application Per Assessment Per Year		
8/19/08 - 6/30/09	\$	351	\$
7/1/09 - 6/30/10	\$	351	\$
7/1/10 - 6/30/11	\$	351	\$
7/1/11 - 6/30/12	\$	351	\$
7/1/12 - 6/30/13	\$	351	\$
7/1/13 - 8/16/13	\$	351	\$
Project Management - IT personnel (A.11.h.i-v and A.11.i)	Per hour		
8/19/08 - 6/30/09	\$	20,000	\$
7/1/09 - 6/30/10	\$	20,000	\$
7/1/10 - 6/30/11	\$	20,000	\$
7/1/11 - 6/30/12	\$	20,000	\$
7/1/12 - 6/30/13	\$	20,000	\$
7/1/13 - 8/16/13	\$	2,500	\$
Project Management - non-IT personnel (A.11.h.v and A.11.i)	Per hour		
8/19/08 - 6/30/09	\$	10,000	\$
7/1/09 - 6/30/10	\$	10,000	\$
7/1/10 - 6/30/11	\$	10,000	\$
7/1/11 - 6/30/12	\$	10,000	\$
7/1/12 - 6/30/13	\$	10,000	\$
7/1/13 - 8/16/13	\$	1,200	\$

PRODUCT DESCRIPTION	UNIT COST	STATE USE ONLY	
		EVALUATION QTY	EVALUATION COST
<p><i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i></p>			<p>Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i></p>
<p>Lowest Evaluation Cost Amount from <u>all</u> Proposals</p>			<p>X 30 <i>(maximum section score)</i></p> <p>= SCORE:</p>

ATTACHMENT 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date				
QUALIFICATIONS & EXPERIENCE Maximum Points: 20	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 50						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE SCORE:		AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 30	SCORE:		SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 100	TOTAL SCORE:		TOTAL SCORE:		TOTAL SCORE:	